

## PANEL - REUBEN

1 interfering station what we call, means you already  
2 have work in service at the premise and you're not  
3 adding by your service order an additional line.

4 That is generally not the case in reseller  
5 for the reseller community since we're converting in  
6 many, many, many cases so we would expect to have  
7 work in service there already.

8 You could also reject for a number of other  
9 edits that are in the system as a result of our  
10 billing system requirements and other downstream  
11 system requirements. These are really, you know,  
12 somewhat complicated to kind of go into in this  
13 forum.

14 Q If one of those orders came in and if it  
15 was rejected for whatever the reason, how long would  
16 it for the reseller or the competitor to be notified  
17 of that rejection?

18 A (Butler) Notified generally the same, not  
19 generally; they would be notified the same day.

20 Q Okay. How would they be notified of that?

21 A (Miller) All notification would go to them  
22 by fax. We're in the process of implementing an  
23 automatic identification for them which will be in  
24 place by June of this year through DCAS.

TAB H-16

## PANEL - REUBEN

1 responded to by the reseller.

2 Q For rejection notice to go to a reseller  
3 CLEC?

4 A (Butler) To get to the reseller?

5 Q Yes.

6 A (Butler) I cannot at this juncture pin it  
7 down any closer than same day but that's a relatively  
8 simple answer to get, and, you know, I could give you  
9 that subject to check, also.

10 Q This is something that may have been raised  
11 by some of the competitors before. If a reseller or  
12 a CLEC wants to change an order which has been  
13 submitted electronically to New York Tel, can changes  
14 or corrections be made to that order after it is  
15 transmitted?

16 A (Miller) In order for us to be able to  
17 connect the chain with the original order, we need to  
18 have a service order number to deal with. In fact,  
19 that, we can't accept changes once that service order  
20 number has been provided back to the CLEC or  
21 reseller.

22 That process is the same timeframe that I  
23 discussed earlier about having a confirmation of the  
24 order going into the system. That confirmation

ALBANY REPORTING CO.

VOX (518) 436-6904 FAX (518) 436-6906

TAB H-17



**LCI International®**  
**Worldwide Telecommunications**

file

Anne K. Bingaman  
Senior Vice President  
President, Local  
Telecommunications Division

May 14, 1996

VIA FAX  
VIA COURIER (w/attachments)

Mr. James R. Young  
General Counsel  
Bell Atlantic  
1310 North Court House Road  
Arlington, Virginia 22201

Dear Jim:

As you are aware, LCI International Telecom Corp. ("LCI") and Bell Atlantic Network Services, Inc. ("Bell Atlantic") have been negotiating a local resale agreement for Maryland during the last several months, and, as I have told you, LCI is eager to conclude this negotiation so that we may begin selling in Bell Atlantic territory. I wanted you to be aware that LCI and Bell Atlantic have reached an impasse on a key issue relating to the confidential treatment of Operational Support Systems ("OSS") performance reporting. I have closely followed the status of the negotiations as they have proceeded, and I believe that Bell Atlantic's position on this issue is untenable, indicates Bell Atlantic's unwillingness to negotiate in good faith in accordance with Section 251(c)(1) of the Telecommunications Act of 1996 (the "Act"), and is inconsistent with the parity requirements as well as the spirit of the Act. I seek your active intervention and judgment in this process so that we may bring it to a prompt and mutually agreeable conclusion resulting in an agreement which is fully in accord with the Act and with Para. 151 of the FCC's August 1, 1996 Local Competition Order.

During negotiations, Bell Atlantic agreed to furnish to LCI performance measurement reporting relating to the performance of Bell Atlantic's OSS under the agreement. Such reporting will provide, among other things, the state-wide performance of Bell Atlantic for services provided resellers, including average percent of orders installed on time and mean time to clear trouble reports. I have enclosed hereto as Attachment 1 a copy of the performance reports Bell Atlantic agreed to provide LCI. The parties are both cognizant that such performance reporting is critical in determining whether Bell Atlantic is meeting its obligations to provide LCI non-discriminatory access

TAB I-1

James R. Young

May 14, 1997

Page 2

to OSS as required under the Act. Indeed, the course of negotiations on this issue, along with the numerous OSS written disclaimers Bell Atlantic demanded be included in the agreement, has led LCI to question whether Bell Atlantic will be able to fulfill its duties under the Act with respect to OSS.

As a condition for LCI to obtain this essential performance reporting, Bell Atlantic has unreasonably demanded that LCI agree that the reporting be treated as Bell Atlantic confidential information. As recently as Monday, May 12, Bell Atlantic asserted in Sections 14 and 34.4 of its May 7, 1997 draft that LCI could only disclose the OSS performance measurement reports to a regulatory body after four (4) months from the date LCI begins to purchase local resale service from Bell Atlantic. Such a provision in an agreement is a per se violation of the FCC First Order and Report at 74 (¶ 151), CC Docket No. 96-98, by precluding LCI from providing information requested by the FCC, a state commission or in support of a request for arbitration for a period of four (4) months from when LCI begin selling local services. I have enclosed copies of the relevant sections of the May 7th draft resale agreement presented by Bell Atlantic for your review.

On Tuesday, May 13, Bell Atlantic provided LCI with another draft local resale agreement, using a different tactic. In Sections 14 and 34.4 of Bell Atlantic's May 12th draft, the performance measurement reporting remains Bell Atlantic confidential information and LCI may only disclose the reporting to the Maryland Public Service Commission, the Federal Communications Commission or courts of competent jurisdiction under a protective order. A copy of the pertinent sections from the most recent draft local resale agreement are enclosed as Attachment 3. Bell Atlantic has provided LCI with no legitimate business reasons for placing any of these restrictions on the disclosure and use of the performance reporting. Further, as the FCC's August 1, 1996 Order in Para. 151 makes clear, "demands by incumbent . . . are of concern, and any complaint alleging such tactics should be evaluated carefully."

By insisting the reports be treated as confidential information, Bell Atlantic is effectively "gagging" LCI indefinitely from disclosing the results of the performance measurement reports in any public forum. In this regard, I would call to your attention statements made about LCI by Ed Young, Bell Atlantic's Regulatory Vice-President at a Schwab-sponsored forum on the Telecommunications Act in March. I had no problem with the fact of Ed Young's making the statements about LCI's readiness to cooperate in EDI (although I did correct the substance of his remarks). There should be no contractual restrictions on such speech, by you, Ed Young, or anyone else. The reputation of the speaker, and the need to carefully state the correct facts in order to give correct information are and will remain paramount. These are protection enough for LCI, and they should be protection enough for Bell Atlantic, as well, particularly given the public importance of the issues here.

James R. Young  
May 14, 1997  
Page 3

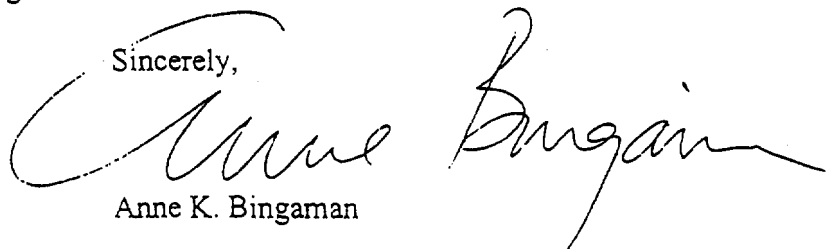
Any unreasonable condition prohibiting discussion of reporting is wholly unacceptable to LCI. We believe that Bell Atlantic is abusing its bargaining power in the negotiations for our entry into the important Bell Atlantic region as a means to undermine LCI's efforts to gain functioning OSS, so that we may compete effectively in the local market.

LCI hereby requests that Bell Atlantic acknowledge in the agreement that any performance measurement reporting and related information concerning Bell Atlantic's OSS performance be deemed public information which LCI may disclose and use in any way necessary to enforce its rights under the Act. In treating such information as public, the parties will be furthering the intent of the Act by ensuring the free flow of information relating to Bell Atlantic's compliance with the requirements of non-discriminatory access to OSS. Similarly, we believe that Bell Atlantic should be completely free to state any problems or issues it has with LCI, subject only the accuracy of the information conveyed, CPNI or other legal non-contractual restrictions.

As I have told you in several telephone calls and letters, LCI sincerely desires immediately to conclude this resale agreement in the five principal Bell Atlantic states in which we do large amounts of business, so that we may begin offering local service to our customers there. I would appreciate it very much if you would personally intervene to put this issue behind us, because it is my best judgment that your negotiators' demands are not in accordance with the Telecommunications Act or the FCC's August 1 Local Competition Order.

If you have any questions relating to this or other issues in the local resale agreement, please contact me at (703) 610-4877. We are ready and willing to conclude this agreement and move on to selling.

Sincerely,



Anne K. Bingaman

enclosures  
AKB:slg

WORKING DRAFT  
FOR DISCUSSION PURPOSES ONLY

## PERFORMANCE REPORTS

### 1. Performance Reporting

1.1. BA shall supply to Reseller performance reports each quarter on BA's performance in [STATE] in accordance with this Attachment 12. The reports shall be substantially in the format of the documents attached hereto as Schedules 12B through 12F. The definitions of the rows and columns in the reports are set forth in the Schedule 12A. The coverage of each report is set forth in its title, with the additional explanations set forth below.

1.1.1. Schedule 12B (Reseller-Specific) will report the statewide performance of BA for the services provided to Reseller for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates in the cells in Schedule 12B are the dates that BA will be able to provide the information in that cell. Where the date is accompanied by the letters "Est." ("estimated"), the date in that cell is BA's best estimate and target, but not yet a commitment. BA will make its best efforts to meet the "Est." dates and will inform Reseller of any potential change in those dates if and when that potential appears. Where the cell contains an "N/A" ("not applicable"), the measure is not applicable for that service category.

1.1.2. Schedule 12C (BA Including BA affiliates) will report statewide, system-wide performance of BA, including for the services provided to affiliate companies of BA, for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12C have the same meanings as those described above for Schedule 12B. BA does not have an immediately comparable service for Unbundling and, as a result, those columns have been marked as "N/A". BA's "Retail - POTS" column reflects results from BA's retail operations for POTS services and is comparable to the "Resale - POTS" service on the other schedules (Schedule 12B, Schedule 12D, Schedule 12E and, when available, Schedule 12F).

1.1.3. Schedule 12D (Top 3 Carriers) will report the statewide performance of BA for the services provided to the largest three telecommunications carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act, combined, for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12D have the same meanings as those described above for Schedule 12B. In order to preserve the confidentiality of other carriers' information, results for a service (report column) will only be produced on this report if all three carriers purchased the reported service in the calendar month.

TAB I-4

1.1.4. Schedule 12E (All CLECs) will report the statewide performance of BA for the services provided to telecommunications carriers interconnecting with or purchasing services from BA pursuant to Sections 251 and 252 of the Act and BA has a reporting obligation under the signed interconnection agreement, combined, for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The dates and notations in Schedule 12E have the same meanings as those described above for Schedule 12B. In order to preserve the confidentiality of other carriers' information, results for a service (report column) will only be produced on this report if three carriers purchased the reported service in the calendar month.

1.1.5. Schedule 12F (10 Largest Retail Customers) will, at such time as BA is able to collect and report such information, and upon agreement regarding compensation for the collection and reporting of such information, if any, report statewide performance of BA for the services provided to its ten largest retail customers for the preceding calendar month for the measures set forth in the report and defined in Schedule 12A. The cells in Schedule 12F are all marked "TBD" ("to be determined") without an accompanying estimated date because BA has not yet determined that the collection and reporting of this information is feasible, and if it is, when such reporting might be available. BA agrees, however, that it will continue its best efforts assessment of the feasibility of collecting and reporting this information and will promptly report to Reseller the results of that assessment and the availability of such information at such time as BA develops the capability to collect and report it for BA's own internal use.

1.2. Reseller agrees that the performance information included in these reports is confidential and proprietary to BA under Section 11 of this Agreement, and shall be used by Reseller solely for internal performance assessment purposes, for purposes of joint Reseller and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order. Reseller shall not otherwise disclose this information to third parties.

1.3. The question of what remedies or other action might be appropriate in any situation where Reseller believes, based on a statistically significant number of reports described above, that BA is not complying with any of the performance standards in the Agreement shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join Reseller in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints.

TAB I-5



**SERVICE CATEGORY (COLUMN) DEFINITIONS**

Name	Definition
Performance Measurement	Provides a general description of the fourteen (14) performance measurements. See Measurement Definitions - Rows below.
Special Services (Access) DS0 DS1 DS3	The column group title Special Services (Access) refers to Private Line Special Access results (does not include resold or unbundled services). DS1 and DS3 are discrete services. DS0 includes all other special services.
CLEC Trunking	The column represents service for CLEC trunks that carry traffic office to office.
Unbundling POTS Special Services	The column group title Unbundling refers to both POTS and Special unbundling services purchased by the CLEC. The POTS column includes the unbundled loops and ports. The Special Services column includes all special services combined.
Resale - POTS	The Resale-POTS column refers to POTS services that have been resold to the CLEC. On the BA Including Affiliates Report, the Retail-POTS column is comparable to the Resale-POTS column of the other four (4) reports.

**MEASUREMENT DEFINITIONS - ROW**

Name	Definition
1. Number of Installations	<p>This is the total number of service orders issued/requested by Reseller and completed by BA. Regardless of the number of elements or circuits ordered, each service order counts as one.</p> <p>Number of Installations results can not be compared from report (e.g., Reseller-Specific) to report (e.g. BA Including BA Affiliates). However, volume is a good indicator as to whether meaningful comparisons can be made about provisioning intervals and percent orders completed on time.</p>
2. Average Interval in Days	<p>This is the sum of the receipt date to the service order due date as established on the firm order confirmation (FOC) for each service order where BA established the interval using the normal interval with this sum being divided by the total number of service orders used in the calculation</p> <p>Reseller will send BA a service order request (PON) and BA will return the FOC which stipulates the scheduled completion date. The time from the PON date to the date due established on the FOC represents the average interval per order.</p> <p>BA flags each order with an appointment flag of either "x" or "w". If the scheduled interval reflected on the order is established by BA using the normal interval process, the order will be flagged with the "w". However, if Reseller should request a date that is further out than the normal interval, the order will be flagged with the "x" to indicate that long interval was offered at the customer's request.</p> <p>For this category measurement, only those orders with the "w" indicator will be counted.</p> <p>If for some reason the order needs to be redated (longer or shorter), the final FOC date is the date that will be used for measurement purposes.</p>
3. Percent Install on Time	This measurement is the total number of installations (both "x" and "w" service orders) that were completed on time (based on the service order established due date) divided by the total number of service orders. This is the percentage of orders completed on time.

TAB I-6

Name	Definition
4. Total Number of Missed Appointments	This measurement is the total number of service orders <i>not</i> completed on time. An appointment is defined as the date due agreed to by the customer and BA and shown on the order. If the customer issues a supplemental order changing the date due, the new date due will be measured as the appointment. Orders that are held or missed due to customer reasons <i>will not</i> be counted as a BA miss. This definition includes multi-item orders. If one item of a multi-item order is missed due to customer reasons, the order <i>will not</i> be counted as a BA miss.
5. Total Percent of Missed Appointments	Total Number of Missed Appointments divided by the total number of service orders See appointment definition on item # 4.
6. Number of Reports	This is the total number of customer trouble reports (i.e. CR troubles) received from Reseller by service category. Each trouble counts as one and in cases where the trouble is redated or subsequent reports are received for escalations or to question status, BA will not count the subsequent reports. From receipt to close, each trouble counts as 1, regardless of the trouble resolution (CPE, NTF or BA Network). This measurement <i>does not include</i> information tickets (i.e. INF troubles).
7. Mean Time to Clear Reports	<p>This is the total measurable hours and minutes from all customer trouble reports, i.e. #6 above, (from the time BA receives a trouble from Reseller until the service is restored and closed with Reseller) divided by the total number of troubles for the report period. This measurement <i>does not include</i> information tickets (i.e. INF troubles).</p> <p>For Special Services columns and CLEC Trunking, the measurements will be "Stop Clock" measurements where "no access" (customer access delayed) time is removed from the measurement.</p> <p>For POTS columns, this will be a running 24 hour clock from trouble receipt to trouble clearance time. The BA clear time is the time service is restored. The BA work process is for the customer (Reseller) to be notified as soon as service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.</p>
8. Number of Failures	<p>The number of failures is the total number of trouble reports where the trouble was closed out with a code indicating that the fault was a BA service problem.</p> <p>Removed from the total trouble reports will be all the troubles that reflect the cause of the trouble to be other than a BA Network fault. Examples would be troubles caused by Customer Provided Equipment (CPE), errors by the customers/end user in the use of the service or where no trouble was detected (F/OK and T/OK).</p>
9. Failure Frequency Percent	The Number of Failures (#8 above) divided by the total number of circuits that Reseller has purchased from BA. The result expressed as a percentage.
10. Percent Without Report Outstanding	<p>For this measurement, BA is to do the following:</p> <ol style="list-style-type: none"> <li>1. Multiply the total number of circuits by the total hours in the report period to establish the total hours of service availability possible for the report period.</li> <li>2. Add all of the measurable time (hours and minutes) for only the network reports (i.e. Failures) to establish the total non service availability hours for the report period.</li> <li>3. Subtract the "non service availability" hours from the "total service availability" hours and divide the result by the "total service availability" hours and display this as a percentage.</li> </ol>

TAB I-7

Name	Definition
11. Total Number of Repeat Reports (30 days rolling)	This is the number of measured customer repeat reports (i.e. CR repeat reports) within a 30 day rolling window. The measured CR reports include: Came Clear (CC), Central Office (CO), Facility (FAC), Test OK (TOK), Serving Bureau Time (SVB), NPC - BA switch and beyond. Non-measured customer reports are Information (INF), Customer Provided Equipment (CPE), and Interexchange Carrier (IEC). This measurement will be provided initially at a regional level, not state specific. The 3 components of the regional measurement are: one for Pennsylvania and Delaware, one for New Jersey and one for the 4 former C&P Companies, Maryland, Virginia, West Virginia and Washington, DC. BA will request an enhancement to the support system being used for measurements. State specific measurements will be available on a date to be determined (TBD).
12. Repeats as a Percent of Total Troubles	Number of measured customer repeat reports (i.e. CR repeat reports) divided by the total number of customer reports (i.e. CR reports). See definition of customer report contained in item # 11. This measurement will also be provided initially at a regional level, not state specific. See definition of regions in item #11.
13. Number of Out of Service Cleared >= 24 Hours	Number of out of service customer reports (i.e. CR reports) cleared in 24 hours or more. See definition of customer report contained in item # 11.  For Special Services columns, the measurements will be "Stop Clock" measurements where "no access" time is removed from the measurement.
14. Percent of Out of Service Cleared >= 24 Hours	Number of Out of Service Cleared >= 24 Hours divided by the total number of customer reports (i.e. CR reports). The result is expressed as a percentage. See definition of customer report contained in item # 11.  For Special Services columns, the measurements will be "Stop Clock" measurements where "no access" time is removed from the measurement.

TAB I-8

# Reseller Measurement Reports (Monthly Results Reported By State)

Schedule 12B

## "Reseller Specific" Report

Performance Measurement	Special Services (Access)			CLEC Trunking	Unbundling		Resale
	DS0	DS1	DS3		POTS	Special Services	POTS
<b>Installation</b>							
1 Number of Installations	See note below	See note below	See note below	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
2 Average Interval in Days	See note below	See note below	See note below	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
3 Percent Install on Time	See note below	See note below	See note below	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
4 Total Number of Missed Appointments	See note below	See note below	See note below	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
5 Total Percent of Missed Appointments	See note below	See note below	See note below	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
<b>Service Quality</b>							
6 Number of Reports	See note below	See note below	See note below	4/1/97	See note below	See note below	See note below
7 Mean Time to Clear Reports	See note below	See note below	See note below	4/1/97	See note below	See note below	See note below
8 Number of Failures	See note below	See note below	See note below	4/1/97	See note below	See note below	See note below
9 Failure Frequency Percent	See note below	See note below	See note below	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
10 Percent Without Report Outstanding	See note below	See note below	See note below	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
11 Total Number of Repeat Reports (30 Days Rolling)	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
12 Repeats as a Percent of Total Troubles	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
13 Number of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
14 Percent of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97

Note: End of first full calendar month following initial exchange of traffic between the Parties under this Agreement

# Reseller Measurement Reports (Monthly Results Reported By State)

Schedule 12C

## Bell Atlantic Including Bell Atlantic Affiliates Report

Performance Measurement	Special Services (Access)			CLEC Trunking	Unbundling		Retail
	DS0	DS1	DS3		POTS	Special Services	POTS
<b>Installation</b>							
1 Number of Installations	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
2 Average Interval in Days	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
3 Percent Install on Time	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
4 Total Number of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	N/A	N/A	1/1/97
5 Total Percent of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	N/A	N/A	1/1/97
<b>Service Quality</b>							
6 Number of Reports	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
7 Mean Time to Clear Reports	1/1/97	1/1/97	1/197	4/1/97	N/A	N/A	1/1/97
8 Number of Failures	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
9 Failure Frequency Percent	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
10 Percent Without Report Outstanding	1/1/97	1/1/97	1/1/97	4/1/97	N/A	N/A	1/1/97
11 Total Number of Repeat Reports (30 Days Rolling)	4/1/97	4/1/97	4/1/97	N/A	N/A	N/A	4/1/97
12 Repeats as a Percent of Total Troubles	4/1/97	4/1/97	4/1/97	N/A	N/A	N/A	4/1/97
13 Number of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	N/A	N/A	4/1/97
14 Percent of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	N/A	N/A	4/1/97

# Reseller Measurement Reports (Monthly Results Reported By State)

Schedule 12D

## Top 3 Carrier Customers Report

Performance Measurement	Special Services (Access)			CLEC Trunking	Unbundling		Resale
	DS0	DS1	DS3		POTS	Special Services	POTS
<b>Installation</b>							
1 Number of Installations	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
2 Average Interval in Days	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
3 Percent Install on Time	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
4 Total Number of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
5 Total Percent of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
<b>Service Quality</b>							
6 Number of Reports	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
7 Mean Time to Clear Reports	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
8 Number of Failures	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
9 Failure Frequency Percent	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
10 Percent Without Report Outstanding	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
11 Total Number of Repeat Reports (30 Days Rolling)	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
12 Repeats as a Percent of Total Troubles	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
13 Number of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
14 Percent of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97

Note: Results produced when a minimum of 3 carriers purchase measured service.

Draft - For Discussion Purposes Only

LCIPR\_O1.XLS

# Reseller Measurement Reports (Monthly Results Reported By State)

Schedule 12E

## All CLECs Report

Performance Measurement	Special Services (Access)			CLEC Trunking	Unbundling		Resale
	DS0	DS1	DS3		POTS	Special Services	POTS
<b>Installation</b>							
1 Number of Installations	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
2 Average Interval in Days	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
3 Percent Install on Time	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
4 Total Number of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
5 Total Percent of Missed Appointments	1/1/97	1/1/97	1/1/97	N/A	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
<b>Service Quality</b>							
6 Number of Reports	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
7 Mean Time to Clear Reports	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
8 Number of Failures	1/1/97	1/1/97	1/1/97	4/1/97	1/1/97	1/1/97	1/1/97
9 Failure Frequency Percent	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
10 Percent Without Report Outstanding	1/1/97	1/1/97	1/1/97	4/1/97	Est. (7/1/97)	Est. (7/1/97)	Est. (7/1/97)
11 Total Number of Repeat Reports (30 Days Rolling)	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
12 Repeats as a Percent of Total Troubles	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
13 Number of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97
14 Percent of Out of Service Cleared >= 24 Hours	4/1/97	4/1/97	4/1/97	N/A	4/1/97	4/1/97	4/1/97

Note: Results produced when a minimum of 3 carriers purchase measured service

Draft - For Discussion Purposes Only

LCIPR\_01.XLS

# Reseller Measurement Reports (Monthly Results Reported By State)

Schedule 12F

## Top 10 Largest Customers Report

Performance Measurement	Special Services (Access)			CLEC Trunking	Unbundling		Resale
	DS0	DS1	DS3		POTS	Special Services	POTS
Installation							
1 Number of Installations	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2 Average Interval in Days	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3 Percent Install on Time	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4 Total Number of Missed Appointments	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5 Total Percent of Missed Appointments	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Service Quality							
6 Number of Reports	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7 Mean Time to Clear Reports	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8 Number of Failures	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9 Failure Frequency Percent	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10 Percent Without Report Outstanding	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11 Total Number of Repeat Reports (30 Days Rolling)	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12 Repeats as a Percent of Total Troubles	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13 Number of Out of Service Cleared >= 24 Hours	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14 Percent of Out of Service Cleared >= 24 Hours	TBD	TBD	TBD	TBD	TBD	TBD	TBD



local service providers' customers and will include the name and telephone number of each local service provider that elects to be listed on the card and agrees to compensate Bell Atlantic for that provider's share of Bell Atlantic's cost of printing and distributing the card. The Bell Atlantic technicians shall not leave any promotional or marketing literature for or otherwise market Bell Atlantic Telecommunications Services to the LCI User during a premise visit on behalf of LCI. Notwithstanding the foregoing, nothing in this Section 10.3 shall prevent a Bell Atlantic technician (or a Bell Atlantic contractor technician) from providing an LCI User, if the LCI User inquires about a Bell Atlantic service, a telephone number for Bell Atlantic's customer service or sales department.

11.4 Without in any way limiting Section 11.1, the Parties agree that notwithstanding any other provision of this Agreement, Bell Atlantic shall have no obligation to unbrand or rebrand Bell Atlantic's service technicians or vehicles, Bell Atlantic facilities or equipment, or Bell Atlantic provided customer premises equipment.

## 12. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the laws of the United States of America and the laws of Jurisdiction (without regard to Jurisdiction's conflicts of laws rules). All disputes relating to this Agreement shall be resolved through the application of such laws.

## 13. COMPLIANCE WITH APPLICABLE LAW

13.1 Each Party shall in its performance of this Agreement comply with Applicable Law, including, but not limited to, all applicable regulations and orders of the Commission and the Federal Communications Commission.

13.2 LCI shall in providing Bell Atlantic Retail Telecommunications Services to LCI Users comply with Applicable Law, including, but not limited to, all applicable regulations and orders of the Commission and the Federal Communications Commission.

## 14. CONFIDENTIAL INFORMATION

14.1 For the purposes of this Section 14, "Confidential Information" means the following information disclosed by

TAB I-14

one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

(a) Books, records, documents and other information disclosed in an audit pursuant to Section 9 or Section 13, ~~7.5.~~

(b) Information provided by Bell Atlantic to LCI pursuant to Section 34.4;

(c) ~~Customer Information related to a customer of Bell Atlantic LCI Customer which is disclosed to LCI throughby LCI to Bell Atlantic OSS Services~~ (except to the extent that (i) the Customer Information is subject to publication in a directory, (ii) ~~the the eCustomer Information is subject to disclosure through an Operator Service or other Telecommunications Service, or in the course of furnishing Telecommunications Services, or~~ (iii) the LCI Customer to whom the Customer Information is related, in the manner required by Applicable Law, has given Bell Atlantic permission to use and/or disclose the Customer Information);

(d) Customer Information related to a Bell Atlantic Customer which is disclosed by Bell Atlantic to LCI (except to the extent that the Customer to whom the Customer Information is related, in the manner thererequired by Applicable Law, has given LCI permission to use and/or disclose the Customer Information);

(~~de~~) ~~Information identifying~~ related to specific Bell Atlantic facilities and equipment (including, but not limited to, cable ~~and pair identification and pair~~ information) which is disclosed by Bell Atlantic to LCI; and

(~~ef~~) Any other information which is identified by the Discloser as Confidential Information in accordance with Section 14.2.

14.2 All information which is to be treated as Confidential Information under Section 14.1(~~ef~~) shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential ~~Information~~" or "Proprietary"; and

(b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential ~~Information~~" or

"Proprietary", and (ii) be set forth in a written summary which identifies the information as "Confidential" or ~~Information~~ "Proprietary" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information pursuant to Section 14.1(e) by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Section 14.1(e).

14.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of five years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

(a) to use the Confidential Information only for the purpose of performing under this Agreement;

(b) using the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to disclose it to no one other than the Recipient's Affiliates, and the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement.

14.4 If the Recipient wishes to disclose the Discloser's Confidential Information to a third party Agent or ~~consultant~~ contractor, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the Agent or ~~consultant~~ contractor must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 14.

14.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

14.6 The Recipient shall return or destroy all Confidential Information ~~in tangible form~~ received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, ~~or destroy all such Confidential Information,~~ except for (a) Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement, and (b) Customer Information related to a Reseller User that is to be Agreement treated as Confidential Information by Bell Atlantic pursuant to Section 14.1(b). If the Recipient loses or makes an unauthorized disclosure of the Discloser's Confidential Information, it shall notify the Discloser immediately and use reasonable efforts to retrieve the lost or improperly disclosed information.

14.7 The requirements of this Section 14 shall not apply to Confidential Information:

(a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser;

(b) after it becomes publicly known or available through no breach of this Agreement by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, Agents, or contractors, of the Recipient or the Recipient's Affiliates;

(c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure;

(d) after it is independently developed by the Recipient; or

(e) to the extent the disclosure is required by Applicable Law, a court, or governmental agency; provided, the Discloser has been notified of the required disclosure promptly after the Recipient becomes aware of the required disclosure, the Recipient undertakes reasonable lawful measures to avoid disclosing the Confidential Information until the Discloser has had reasonable time to seek a protective order, and the Recipient complies with any protective order that covers the Confidential Information to be disclosed.

14.8 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration, cancellation or termination of this Agreement shall survive such expiration, cancellation or termination.

14.9 Confidential Information shall remain the property of the Discloser, and the Discloser shall retain all of the Discloser's right, title and interest in any Confidential Information disclosed by the Discloser to the Recipient. Except as otherwise expressly provided elsewhere in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark, or copyright), nor is any such license to be implied, solely by virtue of the disclosure of any Confidential Information.

14.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 14 by the Recipient, the Recipient's Affiliates, or the directors, officers, employees, Agents or contractors of the Recipient or the Recipient's Affiliates, and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 14. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 14, but shall be in addition to any other remedies available at law or in equity.

14.11 The provisions of this Section 14 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to protection of the confidentiality of information of the Party or its customers provided by Applicable Law. In the event of a conflict between a provision of this Section 14 and a provision of Applicable Law, the provision of Applicable Law shall prevail.

## 15. CONTINGENCIES

Neither Party shall be liable for any delay or failure in performance by it which results from strikes, labor slowdowns, or other labor disputes, fires, explosions, floods, earthquakes, volcanic action, delays in obtaining or inability to obtain necessary services, facilities, equipment, parts or repairs thereof, power failures, embargoes, boycotts, unusually severe weather conditions, revolution, riots or other civil disturbances, war or acts of the public enemy, acts of God, or causes beyond the Party's reasonable control.

## 16. LCI'S PROVISION OF SERVICE

(a) the quality of the Bell Atlantic OSS Service, as well as the quality of the access to the Bell Atlantic OSS Service, will be the Same as that which Bell Atlantic provides to other Telecommunications Carriers requesting access to the Bell Atlantic OSS Service; and

(b) the quality of the Bell Atlantic OSS Service, as well as the quality of the access to the Bell Atlantic OSS Service, will be Equal in quality to that which Bell Atlantic provides to itself.

As used in this Section 34.3, "Equal" and "Same" mean that there is no ~~{statistically(?)}~~ statistically significant difference in quality.

34.4 Bell Atlantic shall provide to LCI the performance measurement reports listed in Exhibit III. Such reports shall be treated by LCI as Confidential Information of Bell Atlantic under Section 14. Notwithstanding the preceding sentence and Section 14, commencing four (4) months after LCI begins to purchase Bell Atlantic Services for use by LCI to provide service to LCI Users on a general commercial basis, the reports may be used and disclosed by LCI for the purposes of enforcing LCI's rights under Applicable Law and this Agreement. In making any such disclosure, LCI shall make reasonable efforts to preserve the confidentiality of the reports while they are in the possession of any person to whom they are disclosed, including, but not limited to, by requesting a governmental entity to whom the reports are disclosed to treat them as confidential.

### 35. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions of the Party prior to the termination, cancellation or expiration of this Agreement, any liabilities or obligations of a Party under any provision of this Agreement regarding indemnification or defense, Customer Information, confidential information, or limitation or exclusion of liability, and any liabilities or obligations of a Party under any provision of this Agreement which by its terms is contemplated to survive (or be performed after) termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

### 36. TARIFF AND SERVICE CHANGE NOTICES

36.1 Bell Atlantic will give LCI notice of:

marketing literature for or otherwise market Bell Atlantic Telecommunications Services to the LCI User during a premise visit on behalf of LCI. Notwithstanding the foregoing, nothing in this Section 10.3 shall prevent a Bell Atlantic technician (or a Bell Atlantic contractor technician) from providing an LCI User, if the LCI User inquires about a Bell Atlantic service, a telephone number for Bell Atlantic's customer service or sales department.

11.4 Without in any way limiting Section 11.1, the Parties agree that notwithstanding any other provision of this Agreement, Bell Atlantic shall have no obligation to unbrand or rebrand Bell Atlantic's service technicians or vehicles, Bell Atlantic facilities or equipment, or Bell Atlantic provided customer premises equipment.

## 12. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the laws of the United States of America and the laws of Jurisdiction (without regard to Jurisdiction's conflicts of laws rules). All disputes relating to this Agreement shall be resolved through the application of such laws.

## 13. COMPLIANCE WITH APPLICABLE LAW

13.1 Each Party shall in its performance of this Agreement comply with Applicable Law, including, but not limited to, all applicable regulations and orders of the Commission and the Federal Communications Commission.

13.2 LCI shall in providing Bell Atlantic Retail Telecommunications Services to LCI Users comply with Applicable Law, including, but not limited to, all applicable regulations and orders of the Commission and the Federal Communications Commission.

## 14. CONFIDENTIAL INFORMATION

14.1 For the purposes of this Section 14, "Confidential Information" means the following information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement:

- (a) Books, records, documents and other information disclosed in an audit pursuant to Section 9 or Section 17.5.

~~(b) Information provided by Bell Atlantic to LCI pursuant to Section 34.4;~~

~~(c) Customer Information related to an LCI CustomUser which is disclosed by LCI to Bell Atlantic (except to the extent that (i) the Customer Information is subject to publication in a directory, (ii) the Customer Information is subject to use and/or disclosure through an Operator Service or other Telecommunications Service, or in the course of furnishing Telecommunications Services, or (iii) the LCI CustomUser to whom the Customer Information is related, in the manner required by Applicable Law, has given Bell Atlantic permission to use and/or disclose the Customer Information);~~

~~(d) Customer Information related to a Bell Atlantic Customer which is disclosed by Bell Atlantic to LCI (except to the extent that the Customer to whom the Customer Information is related, in the manner required by Applicable Law, has given LCI permission to use and/or disclose the Customer Information);~~

~~(e) Information related to specific Bell Atlantic facilities and equipment (including, but not limited to, cable-and-pair information) which is disclosed by Bell Atlantic to LCI; and~~

~~(f) Any other information which is identified by the Discloser as Confidential Information in accordance with Section 14.2.~~

14.2 All information which is to be treated as Confidential Information under Section 14.1(~~f~~) shall:

(a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential" or "Proprietary"; and

(b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential" or "Proprietary", and (ii) be set forth in a written summary which identifies the information as "Confidential" or "Proprietary" and is delivered by the Discloser to the Recipient within ten (10) days after the oral disclosure.

Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information



pursuant to Section 14.1(~~fe~~) by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Section 14.1(~~fe~~).

14.3 In addition to any requirements imposed by law, including, but not limited to, 47 U.S.C. § 222, for a period of five years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees:

(a) to use the Confidential Information only for the purpose of performing under this Agreement;

(b) using the same degree of care that it uses with similar confidential information of its own, to hold the Confidential Information in confidence and to ~~disclose it to no one other than~~ restrict disclosure of the Confidential Information to the Recipient's Affiliates, and the directors, officers and employees of the Recipient and the Recipient's Affiliates, having a need to know the Confidential Information for the purpose of performing under this Agreement.

14.4 If the Recipient wishes to disclose the Discloser's Confidential Information to a third party Agent or contractor, such disclosure must be mutually agreed to in writing by the Parties to this Agreement, and the Agent or contractor must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section 14.

14.5 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

14.6 The Recipient shall return or destroy all Confidential Information received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, except for (a) Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement,